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8-15-1936

Independent Kosher Butcher's Association, Inc. and Kosher Butcher's Union, Local 617 (1936)

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Independent Kosher Butcher's Association, Inc. and Kosher Butcher's Union, Local 617 (1936)

Location

Cleveland, OH

Effective Date

8-15-1936

Expiration Date

8-15-1937

Number of Workers

68

Employer

Independent Kosher Butcher's Association, Inc.

Union

Kosher Butcher's Union

Union Local

617

NAICS

44

Sector

Private

Item ID

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Comments

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Joint Agreement
between

THE INDEPENDENT KOSHER BUTCHER'S ASSOCIATION, INC.
and
KOSHER BUTCHER'S UNION, LOCAL NO. 617

**

WHEREAS, the parties hereto desire to stabilize employment in the Retail Kosher Butchers and Meat Markets, agree upon wage rates and conditions of employment and do away with strikes, boycotts, lock-outs and stoppage of work and trade.

WITNESSETH: THIS AGREEMENT, made and entered into this _____ day of _____ 1935 to be effective beginning _____ and to continue in force one (1) year from date of signing, by and between the Independent Kosher Butcher's Association, Inc. of Cleveland, Ohio, hereinafter called the Employer, and the Kosher Butcher's Union, Local 617, hereinafter called the Union.

The term Employer shall be construed to include the Independent Kosher Butcher's Association, Inc. of Cleveland, Ohio and its officers, agents and members. The term UNION shall be construed to include Kosher Butcher's Union, Local No. 617, hereinafter called the Union.

The Employer and Union shall sign this Agreement as the authorized agents of such membership in respect to all matters set forth in this Agreement, and the provisions of this Agreement shall be binding upon both parties in Kosher Meat Dealers Trade in Cuyahoga County, and such other territory as comes within the jurisdiction of the Union.

ARTICLE I. The Employer and Union recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules or practices shall be permitted that will in any way limit production or increase the time required to do the work.

ARTICLE II. The Employer agrees to employ no one, not a member of this UNION in good standing as meat cutters and butcher workmen.

ARTICLE III. It is mutually agreed and understood that no Employer shall have or exhibit anywhere in his place of business any price sign or advertising matter relating to the price of meats and other products sold in the business of the Employer.

ARTICLE IV. The Employer shall at all times exhibit in the window of his shop a proper Union sign, which will be furnished him by the Union.

ARTICLE V. No limitations shall be placed upon the amount of work which an employee shall perform during any working day, nor shall there be any restrictions against the use of machinery, tools or any kind of labor saving devices.

ARTICLE VI. During the existence of this agreement, and provided the employment is in accordance with the terms thereof, the Union agrees at all times to furnish the Employer with all men needed by him in the operation of his business.

ARTICLE VII. No Union man shall be required to work in the Employer's meat market with any non-union men, it being the intent of this agreement that Union men shall not be compelled to work with non-union men in the same trade.

ARTICLE VIII. The Employers shall not be required to collect dues or initiation fees for the Union unless requested to do so by the Union or its duly authorized representative.

ARTICLE IX. No officer or members of the Union shall be permitted to interfere with employees during working hours, except the official representative of the Union who may consult with men employed in the meat market.

ARTICLE X. The Employer shall be required to hire all Union men thru the office of the Union or its official representative, and no

Employee shall be transferred from one Employer to another by the Union or its official representative without first obtaining the consent of the Employer by whom said employee may at that time be employed.

ARTICLE XI. The Employer shall not be permitted to avail himself of the services of his wife or any member of his family in the handling or cutting of meat or any other products by the Employer in the operation of his meat market, except in the event the proprietor of any meat market shall leave his place of business for the purpose of buying his supplies, then the wife of said proprietor shall have the right to wait on Monday, Wednesday and Friday. This shall apply only to those proprietors who do not employ any help.

ARTICLE XII. The hours worked by an Union man during each working day shall be consecutive, provided, however, that an interval of not longer than one (1) hour will be allowed for each meal period, which meal period shall not count as part of the employee's working time.

Forty-eight (48) hours shall constitute a week's work and Union men shall not be required to work more than ten (10) hours in any one working day.

ARTICLE XIII. The working hours of any day shall be between the hours of seven (7:00) a.m. and six (6:00) p.m. except on Thursdays and Saturdays.

On Thursday and two days before any holiday, the working hours shall be between the hours of seven (7) a.m. and eleven (11) p.m. and on Saturday the working hours shall be between the hours of sundown to eleven (11) p.m. and six days shall constitute a week's work.

ARTICLE XIV. The Employer and Employees shall agree upon a schedule of hours of work, where two or more men are employed, a copy of which schedule shall be furnished to the official representative of the Union.

ARTICLE XV. It is understood and agreed, that members of the Union are divided into three classes of employees: and that said classes shall be compensated upon the following basis:

Class No. 1: Forty-five Dollars (\$45.00) per week
Class No. 2: Thirty-Five Dollars (\$35.00) per week
Class No. 3: Twenty-Five Dollars (\$25.00) per week
all classifications to be made and fixed by the Union.

Unless otherwise agreed upon, Union men shall be paid once each week in currency, the place of payment to be the meat market in which they are employed.

ARTICLE XVI. The Employer shall not be required or compelled by the Union to pay a higher rate than is named in the schedule herein set forth.

ARTICLE XVII. Should the services of any Union man become unsatisfactory to the employer, and said employer desire to dispense with the services of said man, it shall not be done until the Employer shall first notify the official representative of the Union, stating his reasons for desiring to make a change.

If in the opinion of the official representative of the Union, the Employer is justified in requesting said change, then the said change shall be immediately made by the official representative of the Union.

ARTICLE XVIII. In the event the Employer and the official representative of the Union are unable to agree upon said change, said matter shall be submitted to the Joint Conference Board.

ARTICLE XIX. All employees working regularly must be paid for all Jewish holidays and any other holidays during which stores may be closed.

ARTICLE XX. The Employer shall be required to carry compensation insurance for the benefit of the employee so that the employee may be indemnified in the event of any accident occurring during the time of his employment and growing out of his employment.

ARTICLE XXI. The UNION will furnish all extra help required by the Employer and such extra help shall be paid as follows:

Class No. 1: One Dollar (\$1.00) per hour
Class No. 2: One Dollar (\$1.00) per hour
Class No. 3: Five Dollars (\$5.00) per day.

All extra help shall work not less than eight (8) hours, it being further understood that Class No. 3 help employed on Thursday, shall be paid a minimum of not less than Eight Dollars (\$8.00) per day.

ARTICLE XXII. No member of the Union shall be required or permitted to work more than eight (8) hours in any one day, and forty-eight (48) hours in any one week, except as in Article Thirteen in which event, such extra work shall be paid for at the rate of time and one-half, based on an average of a man's hourly rate for a work day, on the basis of six (6) working days per week; and all overtime hours shall be continuous except time required for lunch.

All overtime earnings shall be paid by the Employer to the UNION to be used by the UNION for the benefit of the unemployed UNION men.

ARTICLE XXIII. Nothing in this agreement shall in any way modify or change the agreements signed by the individual employers with the UNION.

ARTICLE XXIV. The employers agree to deduct from the wages of the employees the dues and assessments of the employee upon the demand of the official representative. The official representative shall give the employer a receipt showing the amount of the deduction which he in turn shall turn over to the employee.

ARTICLE XXV. There shall be a Joint Conference Board consisting of five (5) members of the INDEPENDENT KOSHER BUTCHER'S ASSOCIATION, INC. and five (5) members of the KOSHER BUTCHER'S UNION, LOCAL NO. 617 for the purpose of administering this Agreement. Should any disagreement arise in the interpretation of this Agreement, the same shall be reported within twenty-four (24) hours to the Chairman or Secretary of such JOINT CONFERENCE BOARD, which board shall proceed within forty-eight (48) hours to consider same. During the above negotiations, men shall remain at work.

The JOINT CONFERENCE BOARD shall be governed by the following by-laws;

1. Meeting shall be called by the Chairman or Secretary of the Joint Conference Board on written request of either side, stating the objects for which the meeting is to be called.
2. Eight (8) shall constitute a quorum: four (4) from each side; neither side shall cast more ballots than the other. It shall require a majority vote to carry any motion.

The provisions of this Agreement shall continue in full force and effect until _____, 193__ and thereafter year to year until terminated at the request of either party after three (3) months written notice to the other party.

ARTICLE XXVI. It is further understood that the provisions of the Agreement shall govern the employment of and the conditions under which the Union shall work in Cuyahoga County and such other territory as comes within the jurisdiction of the UNION.

IN WITNESS WHEREOF, we the undersigned, authorized representatives of the INDEPENDENT KOSHER BUTCHER'S ASSOCIATION, INC. and the KOSHER BUTCHER'S UNION, LOCAL NO. 617 hereunto affix our hands as such representatives for and in behalf of said Association and Union, their officers, agents and members, at Cleveland, Ohio, this _____ day of _____, 193__.

For the Employer

Robert Katz
W. Greenblatt
Max Fromson
Hyman Blum
Harry Ginsberg

For the Union

Frank Basia Pres
Hyman Talchinsky
Isidore Resnick
Harry Makson
H. G. Wayne

(Address)